



Amendment No. 2
To
Contract No. NA170000078
For
Kitchen Equipment Maintenance and Repair Services
Between
Greenwich, Inc.
dba Commercial Kitchen Parts & Service
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be February 13, 2021 through February 12, 2022. One option will remain.
- 2.0 The total contract amount is increased by \$282,253.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 02/13/2017 – 02/12/2020	\$846,759.00	\$846,759.00
Amendment No. 1: Option 1 – Extension 02/13/2020 – 02/12/2021	\$282,253.00	\$1,129,012.00
Amendment No. 2: Option 2 – Extension 02/13/2021 – 02/12/2022	\$282,253.00	\$1,411,265.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Brock W. Coleman 1/5/21

Printed Name: BROCK W. Coleman
Authorized Representative

Greenwich, Inc.
dba Commercial Kitchen Parts & Service
1377 North Brazos Street
San Antonio, Texas 78207-1217
(210) 735-2811
brock@commercialkitchen.com

Sign/Date: Matthew Duree

Matthew Duree
Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

Digitally signed by
Matthew Duree
Date: 2021.02.04
09:45:27 -06'00'



Amendment No. 1
To
Contract No. NA170000078
For
Kitchen Equipment Maintenance and Repair Services
Between
Greenwich, Inc.
dba Commercial Kitchen Parts & Service
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be February 13, 2020 through February 12, 2021. Two options will remain.
- 2.0 The total contract amount is increased by \$282,253.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 02/13/2017 – 02/12/2020	\$846,759.00	\$846,759.00
Amendment No. 1: Option 1 – Extension 02/13/2020 – 02/12/2021	\$282,253.00	\$1,129,012.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Brock W. Coleman 1/3/2020

Printed Name: BRock W. Coleman
Authorized Representative

Greenwich, Inc.
dba Commercial Kitchen Parts & Service
1377 North Brazos Street
San Antonio, Texas 78207-1217
(210) 735-2811
brock@commercialkitchen.com

Sign/Date: [Signature] 1-22-20

Matthew Duree
Procurement Manager
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Greenwich, Inc. dba Commercial Kitchen Parts & Service ("Contractor")
for
Kitchen Equipment Maintenance and Repair Services
MA 8200-NA170000078**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Greenwich, Inc. dba Commercial Kitchen Parts & Service having offices at P.O. Box 831128, San Antonio, TX 78283-1128 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB 8200 CRR0209.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Invitation for Bid (IFB), CRR0209 including all documents incorporated by reference
- 1.1.3 Greenwich, Inc. Offer, dated September 12, 2016, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to three (3) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$846,759 for the initial Contract term and \$282,253 for each extension option as indicated in the Bid Sheet, IFB Section 0600 for a total contract amount not to exceed \$1,693,518. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

1.6 **Clarifications and Additional Agreements.** The following are incorporated into the Contract.

1.6.1 The Bid Sheet –Section 0600 Exhibit A, attached hereto, replaces the bid sheet attached to the Contractor's original offer dated September 12, 2016.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

**GREENWICH, INC. dba
COMMERCIAL KITCHEN
PARTS & SERVICE**

CITY OF AUSTIN

Brock Coleman

Printed Name of Authorized Person



Signature

President

Title:

Date:

2/13/17

~~Claudia Rodriguez~~ Matthew Duree

Printed Name of Authorized Person



Signature

Senior Buyer ^{Senior} Specialist Supervisor

Title:

Date:

2-13-17

Exhibit A: Bid Sheet-Section 0600 with Contractor's initials

Exhibit B: City's Non-Discrimination and Non-Retaliation Certification-Section 0800

Exhibit C: City's Non-Suspension and Debarment Certification- Section 0805

Exhibit D: Contractor Living Wage Certification –Section 0815

Exhibit E: Contractor Employee Living Wage Certification- Section 0820

EXHIBIT A

**BID SHEET (SECTION 0600)
CITY OF AUSTIN
KITCHEN EQUIPMENT SERVICES**

SOLICITATION NO.: CRR0209

BUYER: Claudia Rodriguez

Special Instructions:

A bid of "0" (zero) or no response (space left blank) will be interpreted by the City as a no-charge (free) item and the City will not pay for that item. A bid of "no bid" will be interpreted by the City that the responder does not wish to bid on that item. Be advised, a "no bid" may be considered as non-responsive and may result in disqualification of the bid.

The quantities noted below are estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed. Quantities are provided as a guide based on historical or anticipated usage. Actual purchases may be more or less.

Failure to respond to all sections of this Bid Sheet or altering this Bid Sheet may result in the disqualification of the Bidder's bid.

SECTION A - FEES FOR SERVICES

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Monthly Preventative Maintenance Services within Normal Business Hours (Monday-Friday 8:00a.m. - 6:00 p.m., CST)	Monthly	42	\$3,915.50	\$164,451.00
2	Labor rate per hour for Regular Hours, 8:00 a.m. - 6:00 p.m., CST Monday through Fridays	Hourly	173	\$99.00	\$17,127.00
3	Labor rate per hour for Non-Regular Hours, 6:01 p.m. - 5:59 a.m. Monday through Fridays, all day Saturday and Sunday, and City of Austin Holidays (shall not exceed 150% or time and a half of Regular Hours)	Hourly	50	\$148.50	\$7,425.00
SECTION A SUBTOTAL					\$24,603.00

BW
x
\$189,003.00

SECTION B - PARTS, MATERIALS, AND MATERIAL-HANDLING EQUIPMENT RENTAL

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL AMOUNT	PERCENTAGE DISCOUNT/ MARKUP	EXTENDED PRICE
4	Percentage discount from Contractor's published price list or materials catalog	\$88,000	0%	\$88,000.00
5	Percentage Mark-up to vendor cost for rental of height-reducing equipment as defined in Section 0500, Scope of Work (shall not exceed 5%)	\$5,000	5%	\$5,250.00
SECTION B SUBTOTAL				\$93,250.00

BW

TOTAL BID (SUBTOTAL A + SUBTOTAL B)

\$447,002.00
\$282,253.00

Additional Services or Products (PRICING FOR THIS SECTION WILL NOT BE USED TO DETERMINE AWARD).

The City may require Contractor to provide additional services or products as they relate to this contract, in order to be paid for those additional services or products, provide the price you would charge the City. This information will not be used in the evaluation of the bid but is for informational purposes only and there is no guarantee of purchase.

ITEM NO.	DESCRIPTION OF OTHER SERVICES OR PRODUCTS	PRICE OR % DISCOUNT
6	Other: (Bidder to Specify - may be \$ or % discount) Replacement parts sold over the counter (discount varies by manufacturer)	0-25%
7	Other: (Bidder to Specify - may be \$ or % discount)	

See attached listing
x *BW*

EXHIBIT B
City of Austin, Texas
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION
City of Austin, Texas
Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy
As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion,

recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 13TH day of FEBRUARY, 2017

CONTRACTOR
Authorized
Signature

Title

Commercial Kitchen Parts & Service
Brant K. Chen
PRESIDENT

EXHIBIT C
Non-Suspension or Debarment Certification

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Contractor hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State or City of Austin Contracts.

Brock W. Coleman 2/13/2017
Signature of Officer or Authorized Rep. & Date

Printed Name: BRock W Coleman

Title: PRESIDENT

Greenwich, Inc. dba Commercial Kitchen Parts & Service

EXHIBIT D
CITY OF AUSTIN, TEXAS
LIVING WAGES CONTRACTOR CERTIFICATION
(Please duplicate as needed)

SOLICITATION NO. CRR0209

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.50 per hour.

- (1) The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.50 per hour:

Employee Name	Employee Job Title
<i>N/A DOES NOT APPLY NO EMPLOYEES DIRECTLY ASSIGNED TO THIS CITY CONTRACT BW Coleman</i>	

- (2) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.50 per hour.

- (3) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause, subject the firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of the Contractor who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$13.50 per hour.

Contractor's Name:

COMMERCIAL KITCHEN PARTS & SERVICE

Signature of Officer
or Authorized
Representative:

Brock W. Coleman

Date:

2/13/2017

Printed Name:

BROCK W. COLEMAN

Title

PRESIDENT

**EXHIBIT E
CITY OF AUSTIN, TEXAS
LIVING WAGES EMPLOYEE CERTIFICATION**

Contract Number: NA170000078	Description of Services: Kitchen Equipment Maintenance and Repair Services
Contractor Name: Greenwich, Inc. dba Commercial Kitchen Parts & Service	

Pursuant to the Living Wages provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.50 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify that I am directly assigned to this contract and that I am compensated at wage rates equal to or greater than \$13.50 per hour.

Employee's Title:
<div style="display: flex; justify-content: space-between;"> Signature of Employee Date </div>
Type or Print Name

(Witness Signature)

(Printed Name)

N/A
 No employees
 are directly assigned
 to this contract.
 Bwll



CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (IFB) OFFER SHEET

SOLICITATION NO: IFB CRR0209

DATE ISSUED: August 29, 2016

REQUISITION NO.: RQM 8200 16062100529

COMMODITY CODE: 93130

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

Claudia Rodriguez
Senior Buyer
Phone: (512) 974-3092
E-Mail: ClaudiaR.Rodriguez@austintexas.gov

Jonathan Dalchau
Sr. Buyer Specialist
Phone: (512) 974-2938
E-Mail: Jonathan.Dalchau@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Kitchen Equipment
Services

BID DUE PRIOR TO: September 13, 2016 at 2:00pm

BID OPENING TIME AND DATE: September 13, 2016 at
2:15pm

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE BID OPENING ONLINE:

**For information on how to attend the Bid Opening online, please
select this link:**

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired,
as shown below:

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation: CRR0209	Purchasing Office-Response Enclosed for Solicitation: CRR0209
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (on flash drive) OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	10
0500	SPECIFICATION	10
0600	BID SHEET – Must be completed and returned with Offer	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 “Certificate of Interested Parties” that is signed and notarized for a contract award requiring council authorization. The “Certificate of Interested Parties” form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Greenwich Inc. dba Commercial Kitchen Parts & Service
Company Address: Po Box 831128
City, State, Zip: SAN ANTONIO, TX 78283-1128
Federal Tax ID No. [REDACTED]
Printed Name of Officer or Authorized Representative: BRUCK COLEMAN
Title: PRESIDENT
Signature of Officer or Authorized Representative: Bruck Cole
Date: 9/12/2016
Email Address: bruck@commercialkitchen.com
Phone Number: (210) 679-3333 direct (210) 735-2811

*** Completed Bid Sheet, section 0600 must be submitted with this Offer sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to Claudia.Rodriguez@austintexas.gov by Monday, September 5, 2016.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days' Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- (b) Thirty (30) days' Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days' Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
 - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
 - D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
5. **DELIVERY REQUIREMENTS:**

Location:

Days:

See Departmental Purchase Order (DO)

- A. Delivery is to be made within 5 calendar days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.

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- C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

6. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Convention Center Department (ACCD)
Attn:	Accounts Payable
Address	500 East Cesar Chavez St.
City, State Zip Code	Austin, Texas 78701

	City of Austin
Department	Austin Fire Department (AFD)
Attn:	Accounts Payable
Address	4201 Ed Bluestein Blvd.
City, State Zip Code	Austin, Texas 78721

	City of Austin
Department	Building Services Department (BSD)
Attn:	Accounts Payable
Address	PO BOX 1099
City, State Zip Code	Austin, Texas 78767

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
- C. The Contractor shall invoice preventative maintenance (routine or scheduled) services separately from services provided on an as-needed basis. As-needed services shall be paid at the hourly bid rate for labor and cost of parts to include any mark-up or discount per the terms of this contract.

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7. RESTOCKING FEES:

- A. The Contractor may bill the City restocking fees (if included in their Offer) for parts that are ordered by the City under the contract and returned for refund. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.
- B. Restocking fees may be charged to the City when multiple parts or groups of parts are returned for refund at one time due to the City inventory warehouse cleaning, unless these parts are returned at an annual pre-arranged date. The date for the annual return shall be mutually agreed upon between the City and the Contractor.

8. PUBLISHED PRICE LISTS:

- A. Offerors may quote using published price lists in the following ways:
 - i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
 - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 30 calendar days (30 unless a different period is inserted) after written notification. The City reserves the right to refuse any list revision.
- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

9. LIVING WAGES:

- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$13.03 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$13.03 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).

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- D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
- E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.
- F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

10. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

11. NON-SOLICITATION:

- A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.
- B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 25 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.
- C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.

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- D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 25 percent of the employee's annual compensation while employed by the Contractor.

12. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID) PROVISIONS:

A. ACCD Contractor or Subcontractor Access Requirements

- i. Authorized ID and access to those acting as a Contractor or Contractor's Subcontractor who are providing services at Austin Convention Center Department (ACCD) must adhere to the security requirements defined below. Violation of the applicable requirements below may result in the Contractor or its Subcontractor to be removed from ACCD facility or property.
- ii. Other than ACCD and in-house contractor employees, persons conducting business with Austin Convention Center (ACC) are REQUIRED to enter through the service entrance at the pedestrian gate on Red River St. and check-in at the Security Check-In inside the service yard or with the Security Control Center. Persons arriving at ACC may also enter through the Administrative Offices entrance on Cesar Chavez St. Persons conducting business with Palmer Events Center (PEC) are required to enter through the garage service entrance and check-in with the PEC Security Control Office or PEC Administrative Offices. Any other means of access entry into the facilities are unauthorized.
- iii. Contractors, Contractor's Subcontractors or others who are providing services at ACCD shall be issued Temporary Badge/Access, which may be an ACCD Photo or Non-Photo ID Badge.
- iv. All persons not directly escorted by an ACCD employee must clearly display an access/ID device while on ACCD facility premises.
- v. Use of ACCD access/ID devices to access any part of ACCD facilities for non-business purposes (events, shows, etc.) is prohibited.
- vi. Any ACCD employee may check an individual's status or contact Security Control Center whenever observing person(s) in non-public areas of ACCD facilities who are not being directly escorted by an ACCD employee or who are not displaying any required access/ID devices.
- vii. Restricted areas of the facility with signs stating "Authorized Personnel Only" are off limits to all persons except those authorized.
- viii. Unless authorized by ACCD Management, exterior access into ACCD facilities using keys is prohibited.
- ix. Under no circumstances shall any person issued an access/ID device, allow another person entry into any ACCD facility using their access/ID device. This includes "piggy-backing" through access doors or gates. Any person with an ACCD ID badge or access device who allows another person to enter using their access privileges should bring the person directly to the Security Control Center to be checked-in.
- x. Due to security and safety concerns, Contractors and Contractor's Subcontractors conducting business at ACCD, are not allowed to walk through the open service yard vehicle gates to enter or exit the service yards. Entry and exit should be by way of the designated pedestrian gates and walkway using appropriate access/ID devices and check-in procedures.
- xi. Pedestrian traffic through ACCD's service yards and exhibit halls is restricted to authorized persons during event/show move-in and move-outs. Children under seventeen (17) are prohibited from ACCD service yards and exhibit halls during move-in and move-outs.

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- xii. During periods where there is no move-in or move-out traffic in the service yards, only persons with legitimate business needs are allowed into the service yards.
- xiii. Temporary badge/access devices issued to contractors, subcontractors or temporary workers must be returned to the Security Control Center at the completion of the ACCD work assignment. Non-photo temporary badges must be returned at the end of the employees work shift/assignment. Failure to return temporary badges/access devices at the completion of work assignments may lead to future ACCD facility access restrictions.

B. *AFD Contractor or Subcontractor Access Requirements*

- i. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- ii. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].
 - (1) Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
 - (2) The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
 - (3) A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- iii. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- iv. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit. Any technicians arrested during employment under this Contract shall not be assigned to work on AFD premises.
- v. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the Contractor will provide each of the approved personnel with a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.
- vi. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.
- vii. The following are definitions of passing an employment background check reviewed by AFD's Professional Standards Office (PSO).

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Code	Criminal Arrests and Convictions	Review	Disqualification Period
1.01	Felony Conviction (If a felony at time of conviction or a felony in another state regardless of the Texas equivalent)	PSO	Permanent
1.02	Misdemeanor Class A Conviction	PSO	Permanent
1.03	Misdemeanor Class B Conviction	PSO	Five years from conviction date
1.04	Two or more Misdemeanor Class B or greater level convictions	PSO	Permanent
1.05	Misdemeanor Class C- Conviction (excluding traffic)	PSO	Two years from conviction date
1.06	DWI or DUI charge with conviction on a reduced level offense (ex: reckless driving or blocking roadway)	PSO	Five years from conviction date
1.07	History of family violence reports (suspect in three or more incidents with no convictions)	PSO	Permanent
1.08	Two or more Misdemeanor Class B or greater level arrests	PSO	Five years from date of last arrest
1.09	Two or more Misdemeanor Class C or greater level arrests	PSO	Two years from date of last arrest
1.10	Any class B Misdemeanor or greater level arrest with pending adjudication	PSO	Permanent until adjudicated

- viii. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule.
- ix. ID badges to enter and/or work on the City property may be revoked by the City at any time.
- x. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
- xi. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

13. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed 10 percent (10%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

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- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Employment Cost Index (ECI)	
Series ID: CIU1010000430000A	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Total compensation for All Civilian workers in Installation, maintenance, and repair, 12-month percent change	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: 1-3	

- E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

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- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.
14. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).
- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
15. **WORKING ON OR NEAR ENERGIZED EQUIPMENT – ARC FLASH PROTECTION (reference Section 0300 Paragraph 11. Compliance With Health, Safety, and Environmental Regulations):** Contractor's employees shall wear at all times the proper personal protective equipment and clothing required for the head, face, torso, arms, hands, and lower body that provides a minimum Arc Thermal Protection Value (ATPV) of 12 calories per square centimeter (cal/cm²) when working on or near energized electrical equipment, or greater, if required by the NFPA Standard 70E and/or Article 410 of the NESC for the work being performed.
16. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:
- Austin Convention Center: Bryan Helford, Email: bryan.helford@austintexas.gov 512-404-4311;
500 East Cesar Chavez, Austin, Texas 78701
-
- Austin Fire Department: Peter Teliha Email: Peter.Teliha@austintexas.gov 512-974-4100, 4201
Ed Bluestein Blvd. Austin, TX 78721
-
- *Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	<i>Commercial Kitchen Parts & Service</i>	
Physical Address	<i>2207 W. BRAKER LN, AUSTIN, TX 78758</i>	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="" type="radio"/> Yes	No

SUBCONTRACTOR(S):

N/A

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

N/A

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference SheetResponding Company Name Commercial Kitchen Parts & Service

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name Samsung Austin Semiconductor
Name and Title of Contact Jeff Murphy, SAFETY COORDINATOR, EVIESTI DINING
Project Name CAFETERIA
Present Address 12100 SAMSUNG BLVD
City, State, Zip Code AUSTIN, TX 78754
Telephone Number (512) 689 0587 Fax Number ()
Email Address Jeffrey.Murphy@Compass-usa.com

2. Company's Name CBRE@ Dell Computers
Name and Title of Contact Ricardo Rodriguez
Project Name _____
Present Address 1 Dell Way
City, State, Zip Code Round Rock, TX 78682
Telephone Number (512) 845-4046 Fax Number ()
Email Address Ricardo - rodriguez@dellteam.com

3. Company's Name PLUCKER'S WING BAR
Name and Title of Contact Kim Battle, Director of FACILITIES
Project Name _____
Present Address 811 BARTON SPRINGS Rd
City, State, Zip Code AUSTIN, TX 78704
Telephone Number (512) 236-9110 Fax Number ()
Email Address Kbattle@pluckers.net

Section 0815: Living Wages Contractor Certification

Company Name Commercial Kitchen PARTS & SERVICE

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.03 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.03 per hour.

Employee Name	Employee Job Title
Glyn HAAS	Service TECHNICIAN
Dyle Byrd	Service TECHNICIAN

USE ADDITIONAL PAGES AS NECESSARY

(1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.03 per hour

(2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment, or result in legal action.

Section 0835: Non-Resident Bidder Provisions

Company Name Commercial Kitchen Parts & Service

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder, Texas

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state? N/A

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state? N/A

Answer: _____

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER: IFB CRR0209

PROJECT NAME: KITCHEN EQUIPMENT SERVICES

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No ☒ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope

Yes ☐ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Commercial Kitchen Parts & Service

Company Name

Brock Coleman President

Name and Title of Authorized Representative (Print or Type)

Brock Coleman

Signature

Date

9/12/2016

Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan
(Please duplicate as needed)

SOLICITATION NUMBER: IFB CRR0209

PROJECT NAME: KITCHEN EQUIPMENT SERVICES

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	Commonwealth Kitchen Parts & Service		
Address	Po Box 831128		
City, State Zip	SAN ANTONIO, TX 78283		
Phone Number	210 735 2811	Fax Number	210 735 7421
Name of Contact Person	I		
Is Company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Brock Coleman PRESIDENT
Name and Title of Authorized Representative (Print or Type)

Brock Coleman

Signature

9/12/2016

Date

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. **Attach Good Faith Effort documentation if non MBE/WBE firms will be used.**

Sub-Contractor / Sub-Consultant	N/A		
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor / Sub-Consultant	N/A		
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ Date _____ Director/Deputy Director _____ Date _____

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Claudia Rodriguez x43092	PM Name/Phone	N/A
Sponsor/User Dept.	Convention Center	Sponsor Name/Phone	Sharon Patterson 404-4355
Solicitation No	CRR0209	Project Name	Kitchen Equipment Repair/Maint Svs
Contract Amount	\$155,000	Ad Date (if applicable)	9/5/16
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input checked="" type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source*			
<input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement			
<input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
Provide Project Description**			
Repair and Planned Maintenance of commercial kitchen equipment for Convention Center, Palmer Events Center and AFD Fire Stations. Also will include coverage for installation of equipment.			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
Previous contract for the same services had no goals assigned due no subcontracting opportunities - NA10000144.			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
93130-100%			
Claudia Rodriguez		8/11/2016	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	8/16/2016	Date Assigned to BDC	8/16/2016
In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|--|--|
| <input type="checkbox"/> Insufficient availability of M/WBEs | <input checked="" type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

No M/WBE availability.

Subcontracting Opportunities Identified

List any subcontracting opportunities identified.

Counselor Name

SMBR Staff

Signature/ Date

[Signature] 8/18/16

SMBR Director or Designee

Date

[Signature] 8/22/16

Returned to/ Date:



**ADDENDUM
INVITATION FOR BID
KITCHEN EQUIPMENT SERVICES
CITY OF AUSTIN, TEXAS**

IFB: CRR0209

Addendum No: 1


Date of Addendum: August 30, 2016

This addendum is to incorporate the following changes to the above-referenced solicitation.

- 1.0 **Additional Information:** Exhibit A - Kitchen Equipment Condition Report has been added to the solicitation package.
- 2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:


Jonathan Dalchau, Senior Buyer Specialist
Purchasing Office

8/30/2016
Date

ACKNOWLEDGED BY:


Vendor Name


Authorized Signature

9/12/16
Date

RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas with your bid.
Failure to do so may constitute grounds for rejection of your bid.

EXHIBIT A - KITCHEN EQUIPMENT CONDITION REPORT

Equipment Type	Brand	Model Number	Serial Number	Location	Condition	Needs Repair?	Comments
2 Well Warmer	Wells	TMPT	AI1715	PEC Storage	Fair	Y	cord restraint and keys missing
3 Well Steam Table	Wells	N/A	N/A	North Storage	Good	N	
3 Well Steam Table	Wells	N/A	N/A	North Storage	Good	N	
3 Well Steam Table	Wells	N/A	N/A	North Storage	Good	N	
3 Well Steam Table	Wells	N/A	N/A	North Storage	Good	N	
Blast Chiller	Traulsen	RBC100-28	T153401L10	North Kitchen	Good	N	
Chip Warmer	Hatco	FDW-1-MN	8514270151	3rd Floor Storage	Fair	Y	doors
Chip Warmer	Hatco	FDW-1-MN	8514250151	3rd Floor Storage	Fair	Y	doors
Chip Warmer	Hatco	FDW-1-MN	8514260151	3rd Floor Storage	Good	N	
Chip Warmer	Hatco	FDW-1-MN	8514240151	PEC Storage	Good	Y	some hardware missing
Chip Warmer	Hatco	FDW-1-MN	8514230151	PEC Storage	Good	Y	some hardware missing
Chopper	Hobart	94186	561-151-978	3rd Floor Storage	Fair	N	not being used
Chopper	Hobart	84186	561-151-979	North Kitchen	Good	N	
Chopper	Hobart	HCM450	31-529-449	North Kitchen	Poor	Y	leaking around motor shaft
Coffee Brewer	American Metal Ware Co.	81110EP	70953	3rd Floor Storage	Fair	N	not being used
Coffee Brewer	American Metal Ware Co.	88080E	70958	West Pantry	N/A	N/A	not being used
Coffee Brewer	Bunn	Dual SHDBC	DUAL122742	EH 4 Concession	Good	N	
Coffee Brewer	Fetco	CBS-71A	530134040005A	EH 4 Concession	New	N	new 2016
Coffee Brewer	Fetco	CBS-71A	430134042002A	EH 4 Concession	New	N	new 2016
Coffee Server Stand	Bunn	25H Stand	RW10167777	EH 4 Concession	Good	N	
Combi Oven	Alto Shaam	20-20ESG	1027386-000	North Kitchen	Good	N	
Concession Cart	Carter Hoffman	CC-2-2	0678992	PEC Storage	Fair	Y	power cord
Concession Cart	Carts of Colorado	CC-20-2	0677992	3rd Floor Hall	Fair	N	
Concession Cart	Carts of Colorado	CC-20-2	0678092	3rd Floor Hall	Fair	N	
Concession Cart	Carts of Colorado	CC-20-2	0678792	3rd Floor Hall	Fair	Y	canopy off/warming drawers missing
Concession Cart	Carts of Colorado	CC-20-2	0680192	3rd Floor Hall	Poor	Y	wash sink missing
Concession Cart	Carts of Colorado	CC-20-2	0792492	3rd Floor Hall	Fair	Y	glass shattered
Concession Cart	Carts of Colorado	CC-20-2	0678692	3rd Floor Hall	Fair	N	plug
Concession Cart	Carts of Colorado	CC-20-2	0678492	3rd Floor Hall	Fair	N	
Concession Cart	Carts of Colorado	N/A	N/A	3rd Floor Hall	Poor	N/A	wood covering data plate/one door missing
Concession Cart	Carts of Colorado	N/A	N/A	3rd Floor Hall	Fair	N	data plate missing
Concession Cart	Carts of Colorado	CC-2-2	0678992	3rd Floor Hall	Fair	Y	power cord
Concession Cart	Carts of Colorado	CC-20-2	0678192	3rd Floor Hall	Fair	N	

EXHIBIT A - KITCHEN EQUIPMENT CONDITION REPORT

Equipment Type	Brand	Model Number	Serial Number	Location	Condition	Needs Repair?	Comments
Concession Cart	Carts of Colorado	CC-2-2	0680292	PEC Storage	Fair	N	
Conveyor	Avtec	CFTO	Project:906723	North Storage	Good	N	
Conveyor	Avtec	CFTO	Project:906723	North Storage	Good	N	
Conveyor	Avtec	CFTO	Project:906723	North Storage	Good	N	
Conveyor	Caddy	TR-10-009-KOQU	PD7107	North Storage	New	N	new 2016
Conveyor	Caddy	TR-10-009-KOQU	PD7108	North Storage	New	N	new 2016
Conveyor Toaster	Avantico	CTA7001	2000050011	3rd Floor Hall	Good	N	
Cook & Hold Oven	Alto Shaam	1000-TH-I	5636-23-893	3rd Floor Hall	Fair	N	thermostat, knobs
Cook & Hold Oven	Alto Shaam	1000TH-I	5635-22-893	PEC Storage	Poor	N/A	damage to cabinet and door
Dish Machine	Hobart	FT-822BD-5-8-9	12-140-608	South Kitchen	Fair	N	
Dish Machine	Hobart	FT900BD	27-1115-974	North Kitchen	Good	N	
Display Cooler	Beverage-Air	VM18	0449032-33320-P	3rd Floor Hall	Good	N	
Display Cooler	Beverage-Air	SDCS-6	2214367	3rd Floor Hall	Fair	N	
Display Cooler	Federal	SGR5042	12022369800	EH 4 Concession	Good	N	
Display Cooler	Federal	SGD3642	12022369799	EH 4 Concession	Good	N	
Display Cooler	True	TSID-72-3	1-4778019	3rd Floor Storage	Good	N	
Display Cooler	True	TSID-48-2	6948722	3rd Floor Storage	Good	N	
Display Cooler	True	TSID-48-2	6948725	3rd Floor Storage	Good	N	
Display Cooler	True	TSID-48-2-L	1-3172767	3rd Floor Storage	Good	N	
Display Cooler	True	TSID-72-3	1-4598477	3rd Floor Storage	Good	N	
Display Cooler	True	TSID-48-2	6948721	3rd Floor Storage	Good	N	
Display Cooler	Turbo Air	TOM-50B	TOM5016X014	3rd Floor Hall	Good	N	
Display Warmer	Anvil	FMA7048	01 000002 07FMA 7048	3rd Floor Storage	Fair	Y	missing glass
Display Warmer	Anvil	FMA7048	01 000008 07FMA 7048	3rd Floor Storage	Fair	Y	missing glass
Display Warmer	Anvil	FMA7048	0100000907FMA	PEC Storage	Fair	Y	side glass broken/light bulb
Display Warmer	Hatco	GRZSDS-24D	8008650405	3rd Floor Hall	Good	N	
Display Warmer	Hatco	GRZSDS-24D	6821790937	3rd Floor Hall	Good	Y	power cord, top right glass
Display Warmer	Hatco	GRZSDS-24D	2838440631	3rd Floor Hall	Good	N	
Double Stack Convection Oven	Vulcan	VC4ED	Top-54-1020021/Btm- 54-1020020	North Kitchen	Good	N	
Dough Roller	Somerset	CDR-1550	1401G027	North Kitchen	Good	N	
Drawer Warmer	Alto Shaam	500-2D	5400-105-292	3rd Floor Storage	Fair	Y	plug
Drawer Warmer	Hatco	HDW-3N	8512740150	3rd Floor Storage	Good	N	
Drawer Warmer	Hatco	HDW-3N	8382820139	3rd Floor Storage	Good	N	

EXHIBIT A - KITCHEN EQUIPMENT CONDITION REPORT

Equipment Type	Brand	Model Number	Serial Number	Location	Condition	Needs Repair?	Comments
Drawer Warmer	Hatco	HDW-3N	8382850139	3rd Floor Storage	Good	N	
Drawer Warmer	Hatco	HDW-3N	8382840139	3rd Floor Storage	Good	N	
Drawer Warmer	Hatco	HDW-3N	8382860139	3rd Floor Storage	Good	N	
Drawer Warmer	Hatco	HDW-3N	8382870139	3rd Floor Storage	Good	Y	power cord
Drawer Warmer	Hatco	HDW-3N	8382830139	3rd Floor Storage	Good	Y	plug
Flake Ice Machine	Hoshizaki	F-450 MAH-C	A11949M	EH 4 Concession	Good	N	
Food Processor	Robot Coupe	R602V	30703408031-9	North Kitchen	Good	N	
Fryer	Wells	LLF14	FELL0211A0014	PEC Storage	Fair	Y	power cord
Fryer	Wells	LLF14	FELL0211A0013	PEC Storage	Fair	Y	power cord
Glass Polisher	Campus Products Inc	GP8A	GP446	North Storage	Good	N	
Glycol Chiller	Polar Bear Systems	403A	9C9306053	EH 2 Concession	N/A	N/A	not used
Glycol Chiller	Polar Bear Systems	403A	9C9306121	EH 1 Concession	N/A	N/A	
Glycol Chiller	Polar Bear Systems	403A	9C9306062	PEC Concession	N/A	N/A	not being used
Hot Dog Grill	APW	HR-31	20780205003	3rd Floor Storage	Good	N	
Hot Dog Grill	APW	HR-50	20040108003	PEC Storage	good	N	
Ice Bin	Follett	ITS1350SG-60	H60628-28215	South Kitchen	New	N	new 2016
Ice Machine	Hoshizaki	KM1340-MAH	E14171H	South Kitchen	New	N	new 2016
Ice Machine	Manitowoc	QD1302A	20366891	EH 2 Concession	Good	N	
Ice Machine	Manitowoc	QY1804A	011061350	EH 1 Concession	Good	N	
Ice Machine	Manitowoc	QY1804A	020263446	EH 4 Concession	Good	Y	water curtain broken, not in use
Ice Machine	Manitowoc	QD1302A	020366327	South Kitchen	Fair	N	
Ice Machine	Manitowoc	IY1804A-261	1120088382	South Pantry	New	N	new 2016
Ice Machine	Manitowoc	QD1302A	02036689	West Pantry	Fair	N	
Ice Machine	Manitowoc	QY1804A	020263447	PEC Warming Kitchen	Fair	N	
Ice Machine	Manitowoc	QD1302A	020366890	PEC Warming Kitchen	Fair	N	
Ice Machine	Manitowoc	QD1302A	020366888	PEC Concession	Fair	N	
Ice Machine	Manitowoc	QD1892N	020461438	North Kitchen	Good	N	
Ice Machine	Manitowoc	QD1892N	020461889	North Kitchen	Good	N	
Ice Machine	Manitowoc	QD1892N	020461048	North Kitchen	Good	N	
Ice Machine	Manitowoc	QD1892N	020461049	North Kitchen	Good	N	
Ice Machine (Flaker)	Scotsman	FME1204AS/32A	558323/09D	North Kitchen	Good	N	
Keg Cooler	Beverage-Air	BM23	7506912	3rd Floor Storage	Fair	N	
Keg Cooler	Perlick	US10KP	443051	EH 2 Concession	Good	N	

EXHIBIT A - KITCHEN EQUIPMENT CONDITION REPORT

Equipment Type	Brand	Model Number	Serial Number	Location	Condition	Needs Repair?	Comments
Keg Cooler	Perlick	US10KP	443076	PEC Concession	Good	N	
Keg Cooler	True	N/A	N/A	3rd Floor Storage	Poor	N/A	Data missing/ cabinet rusted out
Mixer	Hobart	300	31-1248-447	North Kitchen	Good	N	
Mixer	Hobart	H600T	11-459-895	North Kitchen	Good	N	
Mixer	Thunderbird	ARM-01	2112145	North Kitchen	Good	N	
Mobile Cooler	Carter Hoffman	PHB-650A	164781-80200-6101-30-F-12	3rd Floor Storage	Fair	Y	not holding temp
Mobile Cooler	Carter Hoffman	PHB975	347810	3rd Floor Hall	Fair	Y	wheels
Mobile Cooler	Carter Hoffman	PHB975	347812	3rd Floor Hall	Fair	Y	wheels
Mobile Cooler	Carter Hoffman	PHB650A	164783-80200-6101-30-F-12	3rd Floor Hall	Fair	N	
Mobile Cooler	Carter Hoffman	PHB975	3447814	3rd Floor Hall	Fair	N	
Mobile Cooler	Carter Hoffman	PHB975	347818	PEC Storage	Fair	Y	wheels
Mobile Cooler	Carter Hoffman	PHB975	347811	PEC Storage	Fair	Y	wheels/power cord
Mobile Cooler	Carter Hoffman	PHB-650A	164778-80200-6101-30-F-12	PEC Storage	Fair	N	
Mobile Cooler	Carter Hoffman	PHB975	347813	PEC Storage	Fair	N	
Plate Warmer	Carter Hoffman	UH410	164660-85410-1000-30-F-12	North Storage	Fair	Y	wheels
Plate Warmer	Carter Hoffman	UH410	164653-85410-1000-30-F-12	North Storage	Fair	N	
Plate Warmer	Carter Hoffman	UH410	164658-85410-1000-30-F-12	North Storage	Fair	Y	wheels
Plate Warmer	Carter Hoffman	UH410	164657-85410-1000-30-F-12	North Storage	Fair	N	
Plate Warmer	Carter Hoffman	UH410	164651-85410-1000-30-F-12	North Storage	Fair	Y	wheels
Plate Warmer	Carter Hoffman	UH410	164663-85410-1000-30-F-12	North Storage	Fair	N	
Plate Warmer	Carter Hoffman	UH410	164664-85410-1000-30-F-12	North Storage	Fair	Y	wheels
Plate Warmer	Carter Hoffman	UH410	164654-85410-1000-30-F-12	North Storage	Fair	Y	wheels
Plate Warmer	Carter Hoffman	UH410	164666-85410-1000-30-F-12	North Storage	Fair	N	
Plate Warmer	Carter Hoffman	UH410	164656-85410-1000-30-F-12	North Storage	Fair	Y	wheels
Plate Warmer	Carter Hoffman	UH410	164661-85410-1000-30-F-12	North Storage	Fair	Y	wheels
Plate Warmer	Carter Hoffman	UH410	164662-85410-1000-30-F-12	North Storage	Fair	Y	wheels
Plate Warmer	Carter Hoffman	UH410	164667-85410-1000-30-F-12	North Storage	Fair	Y	wheels
Plate Warmer	Carter Hoffman	UH410	164652-85410-1000-30-F-12	North Storage	Fair	N	
Plate Warmer	Carter Hoffman	UH410	164665-85410-1000-30-F-12	North Storage	Fair	Y	wheels
Popcorn Cart	Gold Medal	2015	N/A	3rd Floor Storage	Good	N	
Popcorn Cart	Gold Medal	2015	N/A	3rd Floor Storage	Good	N	
Popcorn Popper	APW	PC-1A	420010204001	3rd Floor Storage	Fair	N	
Popcorn Popper	Gold Medal	2131	GPP06766	3rd Floor Storage	Fair	N	

EXHIBIT A - KITCHEN EQUIPMENT CONDITION REPORT

Equipment Type	Brand	Model Number	Serial Number	Location	Condition	Needs Repair?	Comments
Popcorn Popper	Gold Medal	2131	GPP06769	PEC Storage	good	N	corn drawer missing
Popcorn Popper	Gold Medal	Z003	RWU-S-13605	North Kitchen	Good	N	
Popcorn Popper	Star Mfg	G14-AT	G1404251	3rd Floor Storage	Fair	N	
Popcorn Popper	Star Mfg	G14AT	G1403216	PEC Built in 1	Good	N	
Prep Cooler	True	TSSU-48-10	1-3153418	North Kitchen	good	N	
Rack Oven	Hobart	HSROG-2	32-1109770	North Kitchen	Good	N	
Reach-in Cooler	Beverage-Air	ER48-1AG	6225589	EH 5 Concession	Fair	N	not in use
Reach-in Cooler	Traulsen	G21000	T181820I01	EH 1 Concession	Good	N	
Reach-in Cooler	Traulsen	G21000	T181830I01	EH 4 Concession	Good	N	
Reach-in Cooler	Traulsen	ARI232LUT	V401880D92	EH 1 Service Corridor	Fair	N	24 years old (2016)
Reach-in Cooler	Traulsen	ARI232LUT	A401890D92	EH 1 Service Corridor	Fair	N	24 years old (2016)
Reach-in Cooler	Traulsen	AAT132WUT	V401840D92	South Kitchen	Fair	N	
Reach-in Cooler	Traulsen	AHT232WUT	V401870P92	South Pantry	Fair	N	old, but working
Reach-in Cooler	Traulsen			West Pantry	Fair	N	
Reach-in Cooler	Traulsen	RHT332WUT-HHS	T262500D02	PEC Storage	Fair	N	
Reach-in Cooler	Traulsen	RHT232WUF-HHS	T262520D02	PEC Storage	Fair	Y	all doors and hinges removed
Reach-in Cooler	Traulsen	AHT226WUT-HHS	T219580A02	North Kitchen	Good	N	
Reach-in Cooler	Traulsen	AHT226WUT-HHS	T219590A02	North Kitchen	Good	N	
Reach-in Cooler	Traulsen	RHT332WUT	T211850A02	North Kitchen	Good	N	
Reach-in Cooler	Traulsen	AHT226WUT-HHS	T209150L01	North Storage	Good	N	
Reach-in Cooler	True	GEM-23	11207868	North Storage	Good	N	
Silverware Polisher	Campus Products Inc	12K	K12065	North Storage	Good	N	
Slicer	Berkel	827A	9775-00018-08558	North Kitchen	Good	N	
Slicer	Berkel	827A	9775-00018-08560	North Kitchen	Good	N	
Slicer	Vollrath	SLR7512	B38-0017-8061-0006	North Kitchen	Good	N	
Steam Kettle 7	Groen	DH/1-40	65507	North Kitchen	Good	N	
Steam Kettle 8	Groen	DH/1-40	66081	North Kitchen	Good	N	
Steam Kettle 9	Groen	DH/1-40	65101	North Kitchen	Good	N	
Steam Table w/ Conveyor	Gates Mfg.	N/A	N/A	3rd Floor Storage	Poor	N/A	not being used
Steam Well	Wells	THPT	AI1709	3rd Floor Storage	Good	N	
Steamer	Groen	HY-12G	12G27918MS	North Kitchen	Fair	N	
Steamer	Groen	HY-12G	12G27917MS	North Kitchen	Poor	Y	
Steamer	Groen	HY-12G	12G7953MS	North Kitchen	Fair	Y	

EXHIBIT A - KITCHEN EQUIPMENT CONDITION REPORT

Equipment Type	Brand	Model Number	Serial Number	Location	Condition	Needs Repair?	Comments
Steamer	Groen	HY-12G	12G27952MS	North Kitchen	Fair	N	
Tilt Skillet	Cleveland	SGL40T	N/A	North Kitchen	Good	N	
Tilt Skillet	Cleveland	SGL40T	111223051028	North Kitchen	good	N	
Troughveyor	Salvajor	300-SM/TV	38775	North Kitchen	Good	N	
Under Counter Cooler	Beverage-Air	UCR27A	6811962	3rd Floor Storage	Fair	Y	hinges
Under Counter Cooler	Beverage-Air	UCR27A	8104428	3rd Floor Storage	Fair	Y	thermostat
Under Counter Cooler	Beverage-Air	UCR27A	N/A	3rd Floor Storage	Fair	Y	hinges
Under Counter Cooler	Beverage-Air	UCR27A	6806417	3rd Floor Storage	Fair	Y	hinges
Under Counter Cooler	Beverage-Air	UCR27	6902693	3rd Floor Storage	Fair	Y	hinges
Under Counter Cooler	Beverage-Air	UCR27	6902690	3rd Floor Storage	Fair	Y	hinges
Under Counter Cooler	True	TUC-721	7297229	EH 4 Concession	Good	N	
Walk-in Cooler	Bally	BLP317MA51BTC6N	159250772	South Kitchen	New	N	new 2016
Walk-in Cooler	Larkin	LCA6215AB	T15C10587	South Kitchen	Good	N	new coils (2016)
Walk-in Cooler	Larkin	LCA6215AB	T15C10589	South Kitchen	Good	N	new coils (2016)
Walk-in Cooler	Tonka/Larkin	LCA6215AB	T15C10589	South Kitchen	Good	N	new coils (2016)
Walk-in Cooler	Tonka/Larkin	LCA6215AB	T15C10588	South Kitchen	Good	N	new coils (2016)
Walk-in Cooler	Tonka/Larkin	LCA6310AB	T15C10590	South Kitchen	Good	N	new coils (2016)
Walk-in Cooler	WA Brown	UDS-4	18411-LD	EH 1 Concession	Good	N	
Walk-in Cooler 1	Brown	UDS-4	92223/1D1	North Kitchen	Good	N	
Walk-in Cooler 2	Brown	UDS-4	N/A	North Kitchen	Good	N	
Walk-in Cooler 3	Brown	UDS-4	92223/1D3	North Kitchen	Good	N	
Walk-in Cooler 4	Brown	UDS-4	92223/2D2	North Kitchen	Good	N	
Walk-in Freezer	Bally	BLP207LE52BTC6N	159251356/159249692	South Kitchen	New	N	new 2016
Warmer	Carter Hoffman	BB-1300	164750-80200-1028-30-F-12	3rd Floor Storage	Fair	Y	door latch broken
Warmer	Carter Hoffman	BB-1300	164749-80200-1028-30-F-12	3rd Floor Hall	Fair	Y	thermometer
Warmer	Carter Hoffman	BB200D/FH90-0015B	429758/347198	3rd Floor Hall	Fair	Y	bumper coming off
Warmer	Carter Hoffman	BB-1300	164751-80200-1028-30-F-12	3rd Floor Hall	Fair	N	
Warmer	Carter Hoffman	BB-1300	164743-80200-1028-30-F-12	3rd Floor Hall	Fair	N	
Warmer	Carter Hoffman	BB-1300	164753-80200-1028-30-F-12	3rd Floor Hall	Fair	N	
Warmer	Carter Hoffman	BB-1300	164757-80200-1028-30-F-12	3rd Floor Hall	Poor	Y	
Warmer	Carter Hoffman	BB-1300	164745-80200-1028-30-F-12	3rd Floor Hall	Fair	N	
Warmer	Carter Hoffman	BB-1300	224279-80200-2800-34-L-22	3rd Floor Hall	Poor	Y	door, shelving, wheels
Warmer	Carter Hoffman	BB-1300	164746-80200-1028-30-F-12	3rd Floor Hall	Fair	N	

EXHIBIT A - KITCHEN EQUIPMENT CONDITION REPORT

Equipment Type	Brand	Model Number	Serial Number	Location	Condition	Needs Repair?	Comments
Warmer	Carter Hoffman	BB-1300	224278-80300-2800-34-L-22	3rd Floor Hall	Poor	Y	door latch, wheels
Warmer	Carter Hoffman	BB-1300	164754-80200-1028-30-F-12	3rd Floor Hall	Fair	Y	wheels
Warmer	Carter Hoffman	BB-1300	164744-80200-1028-30-F-12	3rd Floor Hall	Fair	N	
Warmer	Carter Hoffman	BB-1300	164756-80200-1028-30-F-12	3rd Floor Hall	Fair	Y	power cord
Warmer	Carter Hoffman	BB-1300	164752-80200-1028-30-F-12	3rd Floor Hall	Fair	N	
Warmer	Carter Hoffman	BB-1300	164748-80200-1028-30-F-12	3rd Floor Hall	Fair	N	
Warmer	Carter Hoffman	BB-1300	164742-80200-1028-30-F-12	3rd Floor Hall	Poor	N/A	heating unit missing
Warmer	Carter Hoffman	BB-200D	347543	3rd Floor Hall	Poor	Y	doors
Warmer	Carter Hoffman	BB-1300	224280-80300-2800-34-L-22	3rd Floor Hall	Fair	Y	wheels
Warmer	Carter Hoffman	BB-1300	224277-80300-2800-34-L-22	3rd Floor Hall	Fair	Y	wheels
Warmer	Carter Hoffman	BB-1300	164747-80200-1028-30-F-12	PEC Storage	Fair	N	
Warmer	Carter Hoffman	BB-1300	164741-80200-1028-30-F-12	PEC Storage	Fair	N	
Warmer	Carter Hoffman	BB-1300	164758-80200-1028-30-F-12	PEC Storage	Fair	N	
Warmer	Carter Hoffman	BB200D	347540	PEC Storage	Poor	N/A	cabinet and doors damaged
Warmer	Carter Hoffman	BB-1300	164755-80200-1028-30-F-12	PEC Storage	Fair	N	
Warmer	Carter Hoffman	BB200D/FH90-0015B	347558/347267	North Storage	Fair	Y	thermostat
Warmer	Carter Hoffman	BB200D	347552	North Storage	Good	N	cabinet only
Warmer	Carter Hoffman	BB200D/FH90-0015B	346555/347298	North Storage	Good	N	
Warmer	Carter Hoffman	BB200D/FH90-0015B	347560/347289	North Storage	Good	N	
Warmer	Carter Hoffman	BB200D/FH90-0015B	347540/347294	North Storage	Fair	Y	top door damaged
Warmer	Carter Hoffman	BB200D/FH90-0015B	N/A/432606	North Storage	Good	N	data tag missing from cabinet
Warmer	Carter Hoffman	BB200D/FH90-0015B	N/A/347279	North Storage	Good	N	data tag missing from cabinet
Warmer	Carter Hoffman	BB200D/FH90-0015B	347537/347278	North Storage	Good	N	
Warmer	Carter Hoffman	BB200D/FH90-0015B	347546/347271	North Storage	Good	N	
Warmer	Carter Hoffman	BB200D/FH90-0015B	347556/347270	North Storage	Good	N	
Warmer	Carter Hoffman	BB200D/FH90-0015B	347551/429682	North Storage	Fair	Y	power cord for heater unit
Warmer	Carter Hoffman	BB200D/FH90-0015B	347549/347250	North Storage	Fair	Y	casters
Warmer	Carter Hoffman	BB200D/FH90-0015B	347539/347280	North Storage	Fair	Y	power cord/t-stat/top latch
Warmer	Carter Hoffman	BB200D/FH90-0015B	N/A/347290	North Storage	Good	N	
Warmer	Carter Hoffman	BB200D/FH90-0015B	347538/347292	North Storage	Good	N	
Warmer	Carter Hoffman	BB200D/FH90-0015B	347545/347232	North Storage	Fair	N	
Warmer	Carter Hoffman	BB200D/FH90-0015B	347562/347295	North Storage	Fair	Y	cord and wheel
Warmer	Carter Hoffman	BB200D/FH90-0015B	347542/347259	North Storage	Good	N	

EXHIBIT A - KITCHEN EQUIPMENT CONDITION REPORT

Equipment Type	Brand	Model Number	Serial Number	Location	Condition	Needs Repair?	Comments
Warmer	Carter Hoffman	BB200D/FH90-0015B	347550/347299	North Storage	Good	N	
Warmer	Carter Hoffman	BB200D/FH90-0015B	347541/347287	North Storage	Good	N	
Warmer	Carter Hoffman	BB200D/FH90-0015B	347559/347297	North Storage	Good	N	
Warmer	Carter Hoffman	BB200D/FH90-0015B	347561/347293	North Storage	Good	N	
Warmer	Carter Hoffman	BB200D/FH90-0015B	347544/347256	North Storage	Fair	Y	power cord
Warmer	Carter Hoffman	BB200D/FH90-0015B	347547/347291	North Storage	Good	N	
Warmer	EPCO	BCA54011HDD	961105HP05	3rd Floor Hall	Fair	Y	power cord
Warmer	EPCO	BCA54011HDD	961105HP04	3rd Floor Hall	Fair	N	
Warmer	EPCO	BCA54011HDD	961105HP03	3rd Floor Hall	Fair	Y	power cord
Warmer	EPCO	BCA54011HDD	961105HP02	3rd Floor Hall	Fair	N	
Warmer	EPCO	BCA54011HDD	961105HP07	3rd Floor Hall	Fair	N	
Warmer	EPCO	BCA54011HDD	961105HP06	3rd Floor Hall	Fair	Y	power cord
Warmer	EPCO	CA54011HDD	961105HP08	PEC Storage	Fair	Y	power cord
Warmer Cabinet	Carter Hoffman	BB200D	347548	3rd Floor Hall	Poor	Y	door/wheels
Warming Drawers	Hatco	N/A	N/A	PEC Storage	Fair	Y	power cord damaged data plate missing
Warming Drawers	Hatco	HDW-3N	8398020140	PEC Storage	Fair	N	



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: CRR0209

Addendum No: 2

Date of Addendum: 09/13/16

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Extension:** The proposal due date is hereby extended until Tuesday, September 20, 2012 at 2:00 pm.
- II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: *Claudia Rodriguez*
Claudia Rodriguez, Sr. Buyer
Purchasing Office, (512) 974-3092

9/13/16
Date

ACKNOWLEDGED BY:

Care McNair
Name
Commercial Kitchen

B.H. Clark
C. McNair
Authorized Signature

9-15-2016
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

**BID SHEET (SECTION 0600)
CITY OF AUSTIN
KITCHEN EQUIPMENT SERVICES**

SOLICITATION NO.: CRR0209

BUYER: Claudia Rodriquez

Special Instructions:

A bid of "0" (zero) or no response (space left blank) will be interpreted by the City as a no-charge (free) item and the City will not pay for that item. A bid of "no bid" will be interpreted by the City that the responder does not wish to bid on that item. Be advised, a "no bid" may be considered as non-responsive and may result in disqualification of the bid.

The quantities noted below are estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed. Quantities are provided as a guide based on historical or anticipated usage. Actual purchases may be more or less.

Failure to respond to all sections of this Bid Sheet or altering this Bid Sheet may result in the disqualification of the Bidder's bid.

SECTION A - FEES FOR SERVICES

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Monthly Preventative Maintenance Services within Normal Business Hours (Monday-Friday 6:00a.m. - 6:00 p.m., CST)	Monthly	42	\$3,915.50	\$164,451.00
2	Labor rate per hour for Regular Hours, 6:00 a.m. - 6:00 p.m., CST Monday through Fridays	Hourly	173	\$99.00	\$17,127.00
3	Labor rate per hour for Non-Regular Hours, 6:01 p.m. - 5:59 a.m. Monday through Fridays, all day Saturday and Sunday, and City of Austin Holidays (shall not exceed 150% or 'time and a half' of Regular Hours)	Hourly	50	\$148.50	\$7,425.00
SECTION A SUBTOTAL					\$24,552.00

SECTION B - PARTS, MATERIALS, AND MATERIAL-HANDLING EQUIPMENT RENTAL

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL AMOUNT	PERCENTAGE DISCOUNT/ MARKUP	EXTENDED PRICE
4	Percentage discount from Contractor's published price list or materials catalog.	\$88,000	0%	\$88,000.00
5	Percentage Mark-up to vendor cost for rental of height-reducing equipment as defined in Section 0500, Scope of Work (shall not exceed 5%)	\$5,000	5%	\$5,250.00
SECTION B SUBTOTAL				\$93,250.00

TOTAL BID (SUBTOTAL A + SUBTOTAL B)	\$117,802.00
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Additional Services or Products (PRICING FOR THIS SECTION WILL NOT BE USED TO DETERMINE AWARD).

The City may require Contractor to provide additional services or products as they relate to this contract, in order to be paid for those additional services or products, provide the price you would charge the City. This information will not be used in the evaluation of the bid but is for informational purposes only and there is no guarantee of purchase.

ITEM NO.	DESCRIPTION OF OTHER SERVICES OR PRODUCTS	PRICE OR % DISCOUNT
6	Other: (Bidder to Specify - may be \$ or % discount) Replacement parts sold over the counter (discount varies by manufacturer)	0-25%
7	Other: (Bidder to Specify - may be \$ or % discount)	

EXHIBIT A

**BID SHEET (SECTION 0600)
CITY OF AUSTIN
KITCHEN EQUIPMENT SERVICES**

SOLICITATION NO.: CRR0209

BUYER: Claudia Rodriguez

Special Instructions:

A bid of "0" (zero) or no response (space left blank) will be interpreted by the City as a no-charge (free) item and the City will not pay for that item. A bid of "no bid" will be interpreted by the City that the responder does not wish to bid on that item. Be advised, a "no bid" may be considered as non-responsive and may result in disqualification of the bid.

The quantities noted below are estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed. Quantities are provided as a guide based on historical or anticipated usage. Actual purchases may be more or less.

Failure to respond to all sections of this Bid Sheet or altering this Bid Sheet may result in the disqualification of the Bidder's bid.

SECTION A - FEES FOR SERVICES

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2	Labor rate per hour for Regular Hours, 6:00 a.m. - 6:00 p.m., CST Monday through Fridays	Hourly	173	\$99.00	\$17,127.00
3	Labor rate per hour for Non-Regular Hours, 6:01 p.m. - 5:59 a.m. Monday through Fridays, all day Saturday and Sunday, and City of Austin Holidays (shall not exceed 150% of time and a half of Regular Hours)	Hourly	50	\$148.50	\$7,425.00
SECTION A SUBTOTAL					\$24,552.00 \$189,003.00

SECTION B - PARTS, MATERIALS, AND MATERIAL-HANDLING EQUIPMENT RENTAL

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL AMOUNT	PERCENTAGE DISCOUNT/ MARKUP	EXTENDED PRICE
4	Percentage discount from Contractor's published price list or materials catalog	\$88,000	0%	\$88,000.00
5	Percentage Mark-up to vendor cost for rental of height-reducing equipment as defined in Section 0500, Scope of Work (shall not exceed 5%)	\$5,000	5%	\$5,250.00
SECTION B SUBTOTAL				\$93,250.00

TOTAL BID (SUBTOTAL A + SUBTOTAL B)

~~\$447,802.00~~
\$282,253.00

Additional Services or Products (PRICING FOR THIS SECTION WILL NOT BE USED TO DETERMINE AWARD).

The City may require Contractor to provide additional services or products as they relate to this contract, in order to be paid for those additional services or products, provide the price you would charge the City. This information will not be used in the evaluation of the bid but is for informational purposes only and there is no guarantee of purchase.

ITEM NO.	DESCRIPTION OF OTHER SERVICES OR PRODUCTS	PRICE OR % DISCOUNT
6	Other: (Bidder to Specify - may be \$ or % discount) Replacement parts sold over the counter (discount varies by manufacturer)	0-25%
7	Other: (Bidder to Specify - may be \$ or % discount)	

* See attached listing

x BWC

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

**CITY OF AUSTIN
PURCHASING OFFICE
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18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

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required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

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30. DELAYS:

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

- A. Definitions:
 - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
 - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

- A. General Requirements.
 - i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
 - ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

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Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

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39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

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48. DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

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Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **INTERESTED PARTIES DISCLOSURE**

As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

56. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
 - ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
 - iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
 - iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
 - v. "Foreign end product" means an end product other than a domestic end product.
 - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

**CITY OF AUSTIN
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1.0 PURPOSE

The City of Austin (City) seeks to establish a contract with a qualified Vendor (Contractor) who has proven experience in preventative maintenance, repair, condition assessment, installation, and other services related to residential and commercial kitchen equipment. This contract will be utilized by the Austin Convention Center Department (ACCD) at the Austin Convention Center and the Palmer Event Center, the Austin Fire Department (AFD) at the 46 fire stations located throughout the city, and by Building Services Department (BSD) at various City facilities. The City reserves the right to add or remove City departments and facilities at the City's discretion.

2.0 CONTRACTOR'S QUALIFICATIONS

- 2.1 The Contractor shall have a minimum of five (5) recent years of continuous experience prior to this solicitation providing maintenance and repair services for commercial and residential kitchen equipment similar in size and scope to this specification. The Contractor shall submit proof of their experience within five (5) business days upon request by the City. Proof may be in the form of Contractor's references (current and previous) during the previous five-year period and which clearly demonstrate and verify the Contractor's eligibility. If requested, the City will ask for copies before the completion of the award process.
- 2.2 The Contractor shall maintain and operate a full-time, permanent business address located within 30 miles of the Texas State Capitol with the ability to be reached by email and telephone.
- 2.3 The Contractor shall provide and maintain a telephone dispatch system that is operational 24 hours per day, seven (7) days per week, and 365 days per year (including holidays). Telephone answering machines do not meet the requirement.
- 2.4 The Contractor shall not have significant performance deficiencies under other City contracts in the last three (3) years, including but not limited to contract terminations for cause, failure to maintain certain insurance requirements, failure to meet minimum contract requirements, or outstanding financial obligations to City.

3.0 CONTRACTOR'S REQUIREMENTS

3.1 General Requirements

The Contractor shall:

- 3.1.1 Provide all labor, supervision, diagnostics, parts, materials, tools, equipment, instruments, incidentals, expendable items, personnel protective equipment, employee training, and transportation necessary for execution of the services provided under this Contract. Any costs associated with meeting this requirement shall be included in the cost of the material bid and not charged separately.
 - 3.1.1.1 The Contractor may charge the City for the cost of renting material-handling equipment (fork lifts, hand trucks, dollies, etc.). All charges related to the rental of material-handling equipment shall be in accordance to this Scope of Work and with the required approvals.
- 3.1.2 Comply with all applicable Federal, State, Local and City of Austin guidelines and regulations as they relate to kitchen equipment installation, maintenance, and repair.
- 3.1.3 Ensure that all of its personnel are continuously trained to meet the latest technology and industry standards. The Contractor shall submit proof of personnel training and experience within five (5) business days upon request by the City.

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- 3.1.4 The Contractor shall provide a Single Point of Contract (SPOC), who is English-speaking, skilled, knowledgeable, and experienced in providing the types of services listed in this Scope of Work. The SPOC shall have the authority to dispatch Contractor personnel; and shall have full decision-making authority for all services provided under this Contract.
 - 3.1.4.1 The SPOC shall be available and on-call twenty-four (24) hours daily including weekends and holidays. Contractor shall provide the office number, email address, and cell phone number for the SPOC. During times the SPOC is unavailable (due to vacation, travel, etc., for example), the Contractor may provide a designee for the SPOC. The designee shall meet the same requirements as specified for the SPOC within this SOW and shall have the same authority as the SPOC.
- 3.1.5 Submit a copy of the Estimate or summary of Code Red services provided with each invoice. The Contractor's invoices shall include the following information at a minimum for the equipment serviced: type, description, serial number, model number and location; breakdown of the labor; pricing from the published price list or catalog for the parts and materials used, and the associated percentage discount.
- 3.1.6 Perform all steps reasonably necessary to protect City property and persons from harm.
- 3.1.7 Be responsible for any and all damage to City equipment or property as a direct result of Contractor's equipment, employees, or Contractor's subcontractor's actions.
 - 3.1.7.1 If damage occurs, Contractor shall notify the Contract Manager immediately.
 - 3.1.7.2 Damages to City equipment or property by Contractor's employees or its subcontractor shall be replaced or repaired to the satisfaction of the City by the Contractor, at no cost to the City. The City may, however, at its sole discretion, elect to make repairs or replacements of damaged equipment or property and deduct the cost from any payments owed to Contractor or to recover costs if no payments are owed.
- 3.1.8 All work is subject to inspection and acceptance by the Contract Manager or designee.
- 3.1.9 Be responsible for the immediate clean-up of the work area and removal of debris. Cleaning of the work area shall be subject to the City representative's inspection and approval.
- 3.1.10 Understand and agree that the scheduling of City events take precedence over any other schedule(s) agreed to by the City and the Contractor. The Contractor shall not hold the City liable, financially or otherwise, if an alteration in the City schedule requires the City to reschedule services with the Contractor. The City will make every reasonable effort to immediately notify the Contractor of changes in the City schedule which may have an impact on any other schedule agreed to by the City and the Contractor.
- 3.1.11 Dispose of all worn/defective parts, oils, solvents, waste, or hazardous materials in accordance with all applicable laws, rules and regulations. The Contractor shall handle, transport, and dispose of worn/defective parts, oils, solvents, waste, or hazardous materials in such a manner as to ensure the highest level of safety to the environment and public health at no additional cost to the City. The Contractor shall not store worn or defective parts on City premises. The Contractor shall remove worn/defective parts, materials, oils, solvents from City premises as soon as each job is completed.

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- 3.1.12 In the event of conflict between this scope of work, manufacturer's literature or any applicable codes, the terms that are most favorable to the City shall prevail, unless otherwise determined and notified by the City. The City will notify the Contractor of the City's determination in writing.
- 3.1.13 The Contractor is fully responsible for any loss or damage caused by the Contractor or its Subcontractors, to rented or Contractor-owned equipment. The City shall not be charged for expenses incurred by the Contractor for loss or damage caused by the Contractor or its Subcontractor, to rented Contractor-owned equipment.
- 3.1.14 While onsite, the Contractor and its employees shall remain in compliance to the City's Workforce and Security Clearance as described in Section 0400, Supplemental Terms and Conditions.

3.2 Hours of Service

- 3.2.1 Unless otherwise designated by the Contract Manager or designee, the Contractor shall perform all General Services and preventative maintenance during Regular Hours, as defined in this Scope of Work.
- 3.2.1.1 If the Contractor is unable to provide these services during the designated Regular Hours, the Contractor shall obtain written approval from the Contract Manager or designee to perform the services during Non-Regular Hours. Work performed during Non-Regular Hours which are covered under this provision, shall be billed at the Regular Hourly Labor Rate per Section 0600.
- 3.2.2 The Contractor may be required to perform services during Non-Regular Hours as defined in this Scope of Work. The Contractor shall not invoice at the Non-Regular Hour rate for services unless requested and approved in writing by the City Contract Manager or designee prior to starting the work.

3.3 Preventative Maintenance Services

The Contractor shall:

- 3.3.1 Provide at least 16 hours of onsite preventative maintenance services every two weeks (32 hours per month) on all kitchen equipment for ACCD. ACCD estimates that 16 hours of preventative maintenance is an optimal amount of time to complete the preventative maintenance services on the current list of the ACCD's equipment. Provide at least 10 hours of monthly preventive maintenance on kitchen equipment for AFD. The preventative maintenance services shall be per manufacturer's documentation/process, or current industry standards.
- 3.3.2 Meet with the Contract Manager or designee within two (2) weeks of the Contract award to develop a detailed preventative maintenance service schedule for each piece of kitchen equipment. The Contractor and City shall mutually agree to the preventative maintenance services schedule. The City reserves the right to add or remove equipment from this list without prior notification to the Contractor. See Exhibit A, Kitchen Equipment Condition Report to view the current inventory and condition of the commercial kitchen equipment at ACCD facilities to be serviced under this Contract.
- 3.3.2.1 AFD does not have a current list of all kitchen equipment and/or current condition. The following is an estimated list of equipment:
- 35 commercial grade gas and/or electric ranges
 - 10 residential grade gas and/or electric ranges
 - 15 ice makers

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- 10 commercial grade refrigerators
- 45 residential grade refrigerators
- 10 residential grade dishwashers
- 35 commercial grade vent hoods (cleaning and inspection)
- 10 residential grade vent hoods

3.3.3 The preventative maintenance service schedule, including the number of hours for onsite preventative maintenance, may be revised on an as-needed basis, as required by the City, at the Contractor's recommendation, by individual/specific equipment, or to account for events and activities taking place at City locations. Any changes to the preventative maintenance schedule shall be agreed to in writing by the Contract Manager or designee. Under no circumstances shall the Contractor adjust or change the preventative maintenance service schedule or number of hours for onsite preventative maintenance without prior written approval from the Contract Manager or designee.

3.4 General Services

The Contractor shall:

3.4.1 Perform General Services on an as-needed basis. General Services may include but not be limited to repair, installation, condition assessment, or other services related to kitchen equipment and. General Services shall be considered "Non-Urgent", unless otherwise indicated by the Contract Manager or designee.

3.4.2 Coordinate General Services with the Contract Manager or designee.

3.4.2.1 If applicable or at the City's request, the Contractor shall arrange a site-visit with the Contract Manager or designee.

3.4.2.2 Respond to a services request by email, phone, or meet with the Contract Manager or designee within two (2) business days of the request to discuss the project, or at a time mutually agreed to between the Contractor and the Contract Manager.

3.4.2.3 Provide a written estimate of the total cost of work, ("Estimate") within three (3) business days after the initial meeting/site visit or upon request by the Contract Manager or designee, and at no cost to the City. The Estimate for these services shall be in writing and shall include:

3.4.2.3.1 An estimate of the total cost of the work, including an itemized cost estimate with labor and parts (based on prices established in the Contract), and a list of proposed material-handling equipment rental(s) needed to complete the service (if applicable),

3.4.2.3.2 A description of services to be performed, including the address of the services, kitchen equipment type, location within the facility, and serial number,

3.4.2.3.3 A recommended schedule with a proposed start and finish date/timeframe.

3.4.2.4 Submission of an Estimate shall be evidence that the Contractor is familiar with the nature and extent of the work, inspected the surrounding conditions, and understands the equipment, materials, and labor required to complete the work.

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- 3.4.2.5 Provide the Estimate for services and materials in accordance with the established prices as stated in the Bid Sheet, Section 0600. All Estimates will be approved by the Contract Manager or designee, in writing prior to the start of work.
- 3.4.2.6 The Contract Manager, or designee, will review the Estimate and if in agreement, will issue a written notice to proceed in the form of a Delivery Order (DO) issued by the City.
 - 3.4.2.6.1 The Contractor shall acknowledge receipt of the DO by sending an email confirmation to the Contract Manager or designee and schedule a date and time for the services to begin.
- 3.4.2.7 If the Contract Manager or designee does not agree with the Estimate as presented, the Contract Manager or designee will contact the Contractor to discuss and resolve. Once in verbal agreement, the Contractor shall submit a revised Estimate for approval to the Contract Manager or designee in one (1) business day, or at a time mutually agreed to between the Contractor and the Contractor Manager or designee.
- 3.4.3 Complete the work within the time stated in the Estimate. The Contractor shall notify the Contract Manager or designee upon completion of the services.
- 3.4.4 Request additional time if the Contractor determines that the services being performed cannot be completed as specified in the Estimate. The Contractor and the Contract Manager or designee shall mutually agree to a new date for completion of work. Under no circumstances shall the Contractor leave services unfinished without prior approval/arrangement of the Contract Manager or designee.
- 3.4.5 Immediately provide any parts removed or replaced during services for verification purposes, if requested by the Contract Manager or designee.
- 3.5 **Urgent (Code Red) Services:**
 - 3.5.1 The City may require the Contractor to respond to urgent ("Code Red") service requests. Code Red services shall be defined as services which are needed immediately due to an unforeseen event(s) or a situation which threatens to interfere with the business operations of the City. The City shall have the sole and final authority in determining when services will be designated as Code Red.
 - 3.5.2 Code Red services shall be available 24 hours a day, 365 days a year and shall be billed in accordance with the hourly rates of either Regular Hours or Non-Regular Hours, based on the time of day Code Red services are provided.
 - 3.5.3 For each request of Code Red service, the City will request services (each instance, a "Notification") and Contractor shall respond/acknowledge to a Code Red request within 30 minutes and be onsite within two (2) hours of Notification by the City. Response time shall begin from the time the call is made to the time the Contractor's technician signs in at the facility.
 - 3.5.4 If applicable to the Code Red occurrence, the Contractor shall provide a complete Code Red cost estimate with an estimated completion time to the City within two (2) hours of Notification. The Contract Manager or designee and Contractor may mutually agree that a verbal cost estimate for Code Red Services will meet the needs of the City.

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3.5.4.1 If providing a verbal estimate, the Contractor shall provide the Contract Manager or designee, a summary of services provided within one (1) week. The summary shall include: the location of the services, type and description of services to be performed, an itemized cost of labor and parts (based on prices established in the Contract), and list of material-handling equipment rental(s) needed to complete the service (if applicable).

3.5.4.2 Verbal estimates shall not release the Contractor from its responsibilities as described by the terms of this Contract.

3.5.5 During Code Red services, all other provisions of this Contract shall apply.

3.5.6 If additional services are required after the Code Red services are completed, those services shall be provided in accordance with the terms and conditions of this Contract and as outlined in this Scope of Work.

3.6 Reports and Meetings:

The Contractor shall:

3.6.1 The Contractor shall provide a work order ticket to the Contract Manager, or designee showing all maintenance and/or repairs performed. The work order ticket shall be signed by the City representative on completion of work after each service.

3.6.2 Maintain a service log clipboard for each visit/occurrence of services, organized by date (with the most recent date on top) permanently located and maintained in the kitchen areas and is the property of the City. The City reserves the right to make entries in the Service Log. The service log and shall list the following information for each visit:

- Name of kitchen equipment type and location
- Model number and serial number and description
- Signature of the attending service technician,
- Date, start time, and duration of visit,
- Preventative maintenance performed (the technician may reference a portion of the Preventative Maintenance Checklist performed)
- Specific information regarding malfunctions encountered including corrective actions taken and parts replaced,
- General comments regarding the condition of the kitchen equipment,
- List of items which may require special attention on future visits.

3.6.3 Provide the Contract Manager or designee a searchable electronic quarterly report ("Quarterly Report"). The Quarterly Report shall include, at a minimum, a summary of the Service Log information, status of the kitchen equipment and parts used in the repairs, and shall include the following:

- Date and time of service
- Location of equipment
- Reason for the service call
- Time spent performing the repair (labor hours)
- List of parts replaced
- Actions performed, results of inspections and tests conducted
- and a schedule of any major kitchen equipment which needs to be shutdown prior to maintenance.

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- 3.6.4 Provide within one (1) week of request by the Contract Manager or designee an electronic copy of a standard form of transportation manifest showing that all used and contaminated lubricants, fluids and hazardous waste were properly handled and disposed.
 - 3.6.5 At the City's request, the Contractor shall provide a condition assessment report detailing the condition of the kitchen equipment. Within three (3) business days of the City's request, the Contractor shall meet with the Contractor Manager or designee, to determine what information will be provided on a condition assessment report, which kitchen equipment will be assessed, and a schedule for completion of the assessment and the date the report shall be submitted. Condition assessment services shall be billed in accordance with the hourly rates as indicated on the bid sheet.
 - 3.6.6 Provide all reports in a searchable electronic format to the Contract Manager or designee, via email, or another method as mutually agreed to by the Contractor and Contract Manager or designee.
 - 3.6.7 Attend meetings scheduled by the City. Notice of any such meeting(s) may be given by Contract Manager, or designee, to the Contractor either orally or in writing and will designate the time, date, location, Contractor attendees, and the purpose of the meeting.
- 3.7 Repair Parts, Equipment, and Materials
- 3.7.1 The repair parts and materials used to perform services under this Contract shall be factory-new, free of defects in materials and workmanship, and meet or exceed the Original Equipment Manufacturer (OEM) specifications as approved by the City's Contract Manager or designee.
 - 3.7.2 The Contractor shall provide repair parts and materials at a percentage discount from the published price list or materials catalog. The percentage discount shall be in accordance with the Bid Sheet, Section 0600. All line item charges for parts and materials will be verified by the City.
 - 3.7.3 The Contractor shall provide an electronic (USB port, CD, or an online catalog) published price list or materials catalog for repair parts and materials used by the Contractor within five (5) business days of request by the City or at a time mutually agreed to between the Contractor and the Contract Manager or designee.
 - 3.7.4 The Contractor may charge the City for the cost of renting material-handling equipment (fork lifts, hand trucks, dollies, etc.). Prior to renting any material-handling equipment, the Contractor shall obtain written approval from the Contract Manager or designee. Under no circumstances shall the Contractor rent material-handling equipment without such prior approval.
 - 3.7.4.1 If the Contract Manager or designee does not provide prior written approval for the material-handling equipment rental, the Contractor shall either rent or purchase the necessary material-handling equipment at its own expense. The Contractor shall not be reimbursed for rental costs which do not have the Contract Manager's or designee's prior written approval.
 - 3.7.4.2 The Contractor may charge the City for the cost for the rental of material-handling equipment. Charges for the rental of material-handling equipment shall be a markup to the Contractor's cost in accordance with the Bid Sheet, Section 0600. Markups shall not exceed five percent (5%) of Contractor's rentals cost. All line item charges for rentals will be verified by the City.

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- 3.7.4.3 The Contractor shall submit copies of the rental agreement and receipts which clearly indicate the full cost paid by the Contractor, in order to be reimbursed for the cost of rental material-handling equipment with the invoice.
- 3.7.4.4 The City may stop work at any time if inferior equipment (such as leaking solvents, safety risk, creating hazardous conditions, damaging City property, etc.) is in use by the Contractor. The City shall have the sole and final authority in determining if Contractor's equipment is inferior.

4.0 LABOR HOURS' TIME-DESIGNATIONS AND APPLICABLE RATES

Time designations shall be as follows:

- 4.1 REGULAR HOURS shall be 6:00 a.m. through 6:00 p.m. Monday through Friday. Hourly rates for regular hours shall be in accordance with Section 0600, Bid Sheet.
- 4.2 NON-REGULAR HOURS shall be: 6:01 p.m. through 5:59 a.m. Monday through Friday, all day Saturday and Sunday, and Holidays. Hourly rates for these non-regular hours may be charged to ACCD up to 150% (time and a half) of the regular hours.
- 4.3 The Contractor shall not charge an overtime rate for services performed during non-regular hours that were requested to be performed, or could reasonably be completed, during regular business hours.

5.0 WARRANTY

- 5.1 The Contractor will provide a written warranty for all parts and labor and workmanship upon completion of each job. The warranty shall be guaranteed for a minimum of one year from completion date and shall be warranted against any malfunctions or defects in products, parts and against faulty services. If the manufacturer's warranty is longer for any part(s) provided in repair or service work performed, then the longer warranty shall apply.

6.0 PERSONNEL UNIFORMS

- 6.1 While performing work on City property, Contractor's personnel shall wear uniforms with the Contractor's name clearly displayed on the shirt, company issued photo identification badges, and personal protective equipment.

7.0 TRANSPORTATION AND PARKING

- 7.1 The Contractor shall provide all transportation required to perform the work. Contractor shall park its vehicles in areas designated by the City at the Contractor's expense, if any. All vehicles shall be clearly marked with the Contractor's or subcontractor's name on both sides of each vehicle. Magnetic signs are acceptable.
- 7.2 There shall be no separate charge for administrative, overhead, per diem and transportation (i.e. mileage and fuel) costs. These expenses shall be included in the hourly bid rates.

8.0 SAFETY REQUIREMENTS

The Contractor shall:

- 8.1 Require any person to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to their health or safety. Contractor shall comply with all provisions of the Occupational Health and Safety Act (OSHA).

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- 8.2 Be familiar with and shall enforce all Federal, State, Local and City regulations and requirements as applicable, including but not limited to, the following:
- 8.2.1 The Contractor personnel shall wear appropriate personal protection equipment at all times.
 - 8.2.2 The Contractor personnel operating equipment or handling materials shall be fully trained in the safe operation of the equipment or materials.
 - 8.2.3 The Contractor personnel shall follow and apply safety practices prevailing in their applicable industry.
 - 8.2.4 The Contractor shall block off and mark all work areas with appropriate safety signs and safety barricades/bollards to protect the public from injury.
 - 8.2.5 The Contractor shall post safety warnings as necessary to ensure safe operations.
- 8.3 Coordinate the timing and transportation of equipment or potentially hazardous materials to the work area. If transportation through the interior of a facility is required, the Contractor shall take every precaution to ensure public safety. Under no circumstances shall the Contractor transport equipment or materials through the interior of a facility without prior coordination with the Contract Manager or designee.
- 8.4 Immediately notify the Contract Manager or designee upon detection of an existing or potentially hazardous conditions during the course of performing services under this contract.
- 8.5 Regulatory Requirements: To protect the life and health of employees and other persons; to prevent damage to property, materials, supplies, and equipment; and to avoid work interruptions, Contractor shall comply with the latest 29 CFR 1910, Occupational Safety and Health Standards (General Industry Standards, https://www.osha.gov/pls/oshaweb/owasrch.search_form?p_doc_type=STANDARDS&p_toc_level=1&p_keyvalue=1910) as revised or amended from time to time.
- 8.6 Compliance with OSHA and other applicable laws and regulations for the protection of employees is exclusively the obligation of Contractor, and the City assumes no liability or responsibility for Contractor's compliance or noncompliance with such responsibilities.
- 8.7 Comply with all OSHA reporting requirements for record keeping and reporting of all accidents resulting in death, injury, occupational disease, or adverse environmental impact. The Contractor shall provide a verbal report to the City within one (1) business day of the occurrence. The Contractor shall cooperate with the City, providing written documentation and any information required for their records.
- 8.8 Comply with all applicable federal, state, and local environmental protection laws, regulations, and standards. The Contractor shall comply with any other statutory requirements for clean air, clean water, toxic substances control, pollution control, resource conservation and recovery. All environmental protection matters or questions shall be coordinated with the City.
- 8.9 Be responsible for the enforcement of all safety requirements for any work performed under the Agreement. If the Contractor fails or refuses to promptly comply with safety requirements, the Contract Manager or designee may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such order shall be made the subject of a claim for extension of time or for excess costs or damages to Contractor.

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8.10 The Contractor shall not enter into the living quarters, or other such designated areas of fire stations.

9.0 RECORDS MANAGEMENT

9.1 The Contractor's dispatch system shall maintain a record of the incoming call information for a minimum of one (1) year.

10.0 CONTRACT CLOSE-OUT

10.1 The Contractor shall agree to provide a "phase-out" or "transition" of services beginning one (1) month prior to the expiration of this agreement to its successor at no additional cost to the City. The Contractor shall ensure no disruption of services during such transition.

10.2 The Contractor shall submit its final invoice(s) in accordance with Section 0400, Supplemental Purchase Provisions. The City reserves the right to withhold payment of final invoices in the event Contractor fails to comply with the items of Contract Close-Out or if the Contractor owes the City any monies, invoice credits, reimbursements, or payments.

10.3 The Contractor shall coordinate a meeting two (2) months before the anniversary contract date with representatives from AFD annually, or as requested by the City, in person or via a teleconference to discuss (at least, but not limited to) equipment repairs, uptime and contract compliance.

11.0 OMISSIONS

Any requirements omitted from this specification, which are clearly necessary for the completion of this work, should be noted by the bidder in their bid submittal (see 0600 bid sheet).

EXHIBIT A

**BID SHEET (SECTION 0600)
CITY OF AUSTIN
KITCHEN EQUIPMENT SERVICES**

SOLICITATION NO.: CRR0209

BUYER: Claudia Rodriguez

Special Instructions:

A bid of "0" (zero) or no response (space left blank) will be interpreted by the City as a no-charge (free) item and the City will not pay for that item. A bid of "no bid" will be interpreted by the City that the responder does not wish to bid on that item. Be advised, a "no bid" may be considered as non-responsive and may result in disqualification of the bid.

The quantities noted below are estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed. Quantities are provided as a guide based on historical or anticipated usage. Actual purchases may be more or less.

Failure to respond to all sections of this Bid Sheet or altering this Bid Sheet may result in the disqualification of the Bidder's bid.

SECTION A - FEES FOR SERVICES

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Monthly Preventative Maintenance Services within Normal Business Hours (Monday-Friday 6:00a.m. - 6:00 p.m., CST)	Monthly	42	\$3,915.50	\$164,451.00
2	Labor rate per hour for Regular Hours, 6:00 a.m. - 6:00 p.m., CST Monday through Fridays	Hourly	173	\$99.00	\$17,127.00
3	Labor rate per hour for Non-Regular Hours, 6:01 p.m. - 5:59 a.m. Monday through Fridays, all day Saturday and Sunday, and City of Austin Holidays (shall not exceed 150% of time and a half of Regular Hours)	Hourly	50	\$148.50	\$7,425.00
SECTION A SUBTOTAL					\$24,552.00 \$189,003.00

SECTION B - PARTS, MATERIALS, AND MATERIAL-HANDLING EQUIPMENT RENTAL

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL AMOUNT	PERCENTAGE DISCOUNT/ MARKUP	EXTENDED PRICE
4	Percentage discount from Contractor's published price list or materials catalog	\$88,000	0%	\$88,000.00
5	Percentage Mark-up to vendor cost for rental of height-reducing equipment as defined in Section 0500, Scope of Work (shall not exceed 5%)	\$5,000	5%	\$5,250.00
SECTION B SUBTOTAL				\$93,250.00

TOTAL BID (SUBTOTAL A + SUBTOTAL B)

~~\$447,802.00~~
\$282,253.00

Additional Services or Products (PRICING FOR THIS SECTION WILL NOT BE USED TO DETERMINE AWARD).

The City may require Contractor to provide additional services or products as they relate to this contract, in order to be paid for those additional services or products, provide the price you would charge the City. This information will not be used in the evaluation of the bid but is for informational purposes only and there is no guarantee of purchase.

ITEM NO.	DESCRIPTION OF OTHER SERVICES OR PRODUCTS	PRICE OR % DISCOUNT
6	Other: (Bidder to Specify - may be \$ or % discount) Replacement parts sold over the counter (discount varies by manufacturer)	0-25%
7	Other: (Bidder to Specify - may be \$ or % discount)	

* See attached listing

x BWC

Contractor: Greenwich, Inc dba Commercial Kitchen Parts & Service

Dept.	Requested	FY2016-2017 Funding Amt
ACCD	\$195,000.00	\$150,200
AFD	\$20,000.00	\$15,405
BSD	\$30,247.00	\$23,298
PARD	\$30,000.00	\$23,108
APD	\$7,006.00	\$5,396
TOTAL	\$282,253.00	\$217,407.00

First year:	\$282,253.00
2nd year	\$282,253.00
3rd year	\$282,253.00
1st extension	\$282,253.00
2nd extension	\$282,253.00
3rd extension	\$282,253.00
Total Contract	\$1,693,518.00